

Texas Commission on Environmental Quality

CONTRACT SIGNATURE PAGE

Contract Name: City of Austin Whole Air Monitoring
 Contract Number: 582-21-22372
 Performing Party: City of Austin
 Performing Party Identification Number: 17460000858
Maximum Authorized Reimbursement: \$589,941.00
 Effective Date: 05/01/2021 Date of last signature
 Expiration Date: 08/31/2022 Last day of Fiscal Year in which the Contract was signed
 If checked, this Contract requires matching funds. Match Requirement:
 If checked, this Contract is funded with federal funds.

CFDA Number: 97.091
 Federal Grant Number: 209121 (FY21)/209122 (FY22)

This Contract is entered under: Gov't Code ch. 771 (Interagency) Gov't Code ch. 791 (Interlocal)
 Water Code § 5.229 (Intergovernmental) Water Code § 5.124 (Grant)

The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas, and the named Performing Party, a state agency or local government of the State of Texas, enter this agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas.

The Parties agree as follows: (a) to be effective, the Contract must be signed by an authorized official of the TCEQ and the Performing Party; (b) this Contract consists of all documents specified in the list of Contract Documents following this page; and (c) as authorized by TCEQ, Performing Party will conduct Contract Activities as part of its own authorized governmental functions and TCEQ will reimburse Allowable Costs subject to the Texas Uniform Grant Management Standards (UGMS) and this Contract.

Texas Commission on Environmental Quality

**City of Austin
(Performing Party)**

 Authorized Signature
 Craig Pritzlaff

 Printed Name
 Director, Office of Compliance and Enforcement

 Title

 Date

 Authorized Signature

 Printed Name

 Title

 Date

 Procurements & Contracts Representative
 Roger Moon, CTCM,CTCD

 Printed Name

 Date

CONTRACT DOCUMENTS LIST

This Contract between TCEQ and Performing Party consists of the Contract Documents listed on this page. Documents on this list include all amendments. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All Contract provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules and regulations.

- Contract Signature Page
- Contract Documents List (this page)
- Special Terms and Conditions
- Federal Section (Including Federal Conditions and Completed Forms)
- Scope of Work
- General Terms and Conditions
- Cost Budget
- Notices, Project Representatives and Records Locations
- Attachment A - Financial Status Report
- Attachment B - Release of Claims
- Attachment C - Budget Revision Request Form
- Attachment D - Level of Effort Certification
- Attachment E - Personnel Eligibility List

SPECIAL TERMS AND CONDITIONS

These conditions add to, or in the case of conflicts, supersede and take precedence over the general conditions set forth in this Contract.

1. The Contract period shall be in effect from Contract execution through August 31, 2022. TCEQ reserves the option to renew, by written agreement of the parties, the Contract for four (4) additional one (1) year periods.
2. Any information provided to, gathered or produced by the PERFORMING PARTY in connection with providing services under this Contract constitutes confidential information under Texas Government Code 418.176-77 and 418.181, and the PERFORMING PARTY shall not release such information without prior written authorization of TCEQ. Confidential information includes, but is not limited to, the areas covered, the number of areas covered, the total number of monitors, the numbers of monitors in any given area, the specific location of monitors, the types of monitors, the identity of employees involved in the project, and the nature of the parameters monitored.
3. **Force Majeure.**

If either party is delayed in carrying out its obligations due to acts of God, disease, epidemic, labor stoppages, or other similar irresistible forces, the delayed Party shall give notice and full particulars of such delay, supported by sufficient evidence, in writing, to the other Party within a reasonable time after occurrence of the delay. The time of performance by the delayed Party shall be extended for such a period of time as is reasonably necessary to remedy the effects thereof. Force majeure does not include ordinary delays that are common to the industry or location. Force majeure does not include an event of the sort that this network is designed to detect.

4. **E-Verify.**

Performing Party must use the U.S. Department of Homeland Security's EVerify system to determine the eligibility of (1) All persons employed during the Contract term to perform duties within Texas; and (2) All persons (including subcontractors) assigned by the contractor to perform Work pursuant to the Contract.

5. **Equipment.**

- a. Subject to the obligations and conditions set forth in this Contract, title to all equipment acquired under this Contract shall vest, upon acquisition or construction, in the PERFORMING PARTY.
- b. PERFORMING PARTY agrees to conduct physical property inventories, to maintain property records and necessary control procedures, and to provide adequate maintenance with respect to all equipment acquired under this Contract.

- c. PERFORMING PARTY may develop and use its own property management system which must conform to all applicable state and local laws, rules and regulations. If an adequate system for accounting for personal property owned by the PERFORMING PARTY or its subcontractor is not in place or currently in use, the Property Accounting System Manual issued by the State of Texas Comptroller of Public Accounts shall be used as a guide for establishing such a system.
- d. Property records must be maintained to include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and the cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- e. A physical inventory of all equipment acquired or replaced under this Contract having an initial purchase price of Five Thousand Dollars (\$5,000) or more shall be conducted annually and the results of such inventories shall be reconciled with the appropriate property records. Property control procedures utilized by the PERFORMING PARTY shall include adequate safeguards to prevent loss, damage, or theft of the acquired property. Any loss, damage or theft shall be investigated. The PERFORMING PARTY agrees to develop and carry out a program of property maintenance as necessary, to keep both originally acquired and any replaced property in good condition, and to utilize proper sales procedures to ensure the highest possible return. In the event such equipment is sold, the TCEQ must be notified in advance of the sale.
- f. All equipment acquired or replaced under this Contract shall be used for the duration of its normally expected useful life to support the purposes of this Contract whether or not the original projects or programs continue to be supported by federal or state funds.
- g. Subject to the provisions of this Article, if no longer needed for the support of the authorized projects or programs referred to in the Scope of Work, equipment acquired under this Contract, whether original or replacement, may be used in support of other activities currently or previously supported by TCEQ or the Federal Government, or alternatively, may be made available for use on other projects or programs, providing such other use will not interfere with the work on those projects or programs for which such equipment was originally acquired.
- h. PERFORMING PARTY may, for the purpose of replacing various equipment utilized under this Contract, either trade or sell the equipment and use the proceeds of such trade or sale to offset the cost of acquiring needed replacement property.
- i. Items of equipment with a current per unit fair market value of less than One Thousand Dollars (\$1,000) may be retained, sold or otherwise disposed of with no further obligation to the awarding agency. Methods used to determine per unit fair market value must be documented, kept on file and made available to

the awarding agency upon request.

- j. If prior to the termination date of this Contract, the PERFORMING PARTY or its subcontractors or sub-grantees determine that any equipment acquired with funds provided as a result of this Contract is no longer needed for support of the programs or projects referred to in the Scope of Work, TCEQ may require the PERFORMING PARTY to transfer title and possession to such equipment to TCEQ or a third party named by TCEQ.
- k. The PERFORMING PARTY agrees that if a determination is made within six (6) years of the initiation date of this Contract, that any equipment acquired with funds provided as a result of this Contract is no longer needed for support of the programs or projects referred to in the Scope of Work, TCEQ has a right to require the transfer of any equipment having a fair market, per unit value of more than Five Thousand Dollars (\$5,000) to TCEQ or a third party named by TCEQ.

6. **Administrative and Cost Principles.** Performing Party agrees that the administrative and cost principles found in 2 CFR 200 apply to this agreement.

7. Meal and Lodging Expenses.

Travel costs will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.

- a. PERFORMING PARTY may be reimbursed for meal and/or lodging expenses that are incurred on a day that PERFORMING PARTY performs work related to this Contract. The reimbursement is limited to the rates set forth in the current General Appropriations Act. The reimbursement limit applies without a carry-over from one day to another.
- b. Reimbursement for meals and lodging must be supported by receipts. Failure to provide supporting documentation may result in the denial of a request for reimbursement.
- c. Meal and lodging expenses incurred at a duty point the night before state business begins are reimbursable.
- d. Meal and lodging expenses incurred more than one night before state business begins are not reimbursable unless traveling to the duty point reasonably requires more than one day or the expenses are incurred to qualify for a discount airfare.

8. **Employees and Subcontractors**

- a. **Personnel Eligibility List (PEL).** PERFORMING PARTY must provide a Personnel Eligibility List (PEL) (Attachment E) with the first invoice of the Fiscal Year showing all current staff, including any subcontractors, performing activities

under this Contract. An updated PEL is required when employment changes occur.

- b. **TCEQ Objection.** Performing Party shall not use any subcontractor, employee, supplier, or other person or organization to whom TCEQ reasonably rejects.
9. Federal Conditions and Forms, *ARTICLE 12. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARANCY ACT (FFATA) REPORTING*, is amended as follows:

ARTICLE 12. [RESERVED]

Federal Conditions and Forms

ARTICLE 1. FEDERAL REQUIREMENTS

This Agreement is funded in whole or in part with federal grant money. All applicable requirements of TCEQ's federal grants; 2 Code of Federal Regulations (CFR) Part 200, and any additional federal funding conditions that arise during the Agreement period, are incorporated herein by reference. (TCEQ will provide copies of applicable federal grants or regulations upon request). The term "Performing Party" as used in these *Federal Conditions and Forms* means either Performing Party, Grantee, or Contractor, as applicable.

ARTICLE 2. FEDERAL INTELLECTUAL PROPERTY REQUIREMENTS

A royalty-free, nonexclusive, and irrevocable license to use, copy, publish, and modify any intellectual property to which rights are granted or assigned to TCEQ in this Agreement are also granted to, assigned to, or reserved by the United States Government. All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

ARTICLE 3. ACKNOWLEDGMENT OF FINANCIAL SUPPORT

The Performing Party shall acknowledge the financial support of the TCEQ and the U.S. Department of Homeland Security (DHS) whenever work funded, in whole or part, by this Agreement is publicized or reported in news media or publications. All reports and other documents completed as a part of this Agreement, other than documents prepared exclusively for internal use within the TCEQ, shall carry the following notation on the front cover or title page:

PREPARED IN COOPERATION WITH THE
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND
U.S. DEPARTMENT OF HOMELAND SECURITY

This project has been funded wholly or in part by the United States Department of Homeland Security under assistance agreement (number) to Texas Commission on Environmental Quality.

ARTICLE 4. RECYCLED MATERIALS

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ARTICLE 5. ACCOUNTING SYSTEMS AND PROPERTY MANAGEMENT

1. Performing Party shall have an accounting system which accounts for costs in accordance with generally accepted accounting standards or principles and complies with 2 CFR § 200.49. This system shall provide for the identification, accumulation, and segregation of allowable and unallowable project costs among projects.
2. Performing Party shall comply with the property management requirements of 2 CFR §§ 200.310 through 200.316.

ARTICLE 6. RECORDS, ACCESS, AND AUDIT

1. The Federal Government and its agencies will have the same rights of access to records as are granted to, assigned to, or reserved by the TCEQ under this Agreement. The Performing Party shall maintain fiscal records and supporting documentation for all expenditures of funds pursuant to 2 CFR Part 200, Subparts D and F, as appropriate.
2. In accordance with 2 CFR 200.501(a), the Performing Party shall obtain a single audit if it expends \$750,000 or more a year in federal awards.
3. Performing Party must immediately notify the TCEQ of any audit findings specifically related to this award and provide the TCEQ a copy of such findings within three (3) business days after issuance. By submitting an invoice, Financial Status Report, or other financial reporting documentation, Performing Party certifies that it did not receive any audit findings specifically related to this award during the invoicing/reporting period, except for such audit findings Performing Party already provided notice of in accordance with this Section.

ARTICLE 7. SUSPENSION AND DEBARMENT

Performing Party shall fully comply with Subpart C of 2 CFR Part 180, entitled "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 CFR Part 1532. Performing Party is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Performing Party is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Performing Party acknowledges that failing to disclose the information required under 2 CFR § 180.335 may result in the delay or negation of this agreement or pursuit of legal remedies. Performing Party may access the System for Award Management at: <https://www.sam.gov/portal/SAM/#1>.

ARTICLE 8. PROHIBITION ON USE OF FEDERAL FUNDS FOR LOBBYING AND LITIGATION

1. The Performing Party agrees to comply with Title 31 U.S.C. § 1352. The Performing Party agrees that none of the funds paid under this Contract will be used to engage in the lobbying of the Federal Government in connection with obtaining any federal contract, grant, or other award, or in litigation against the United States unless authorized under existing law.
2. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

ARTICLE 9. CIVIL RIGHTS OBLIGATIONS

1. In carrying out this agreement, the recipient must comply with:
 - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance. Implementing regulations are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7. For additional assistance and information regarding language access obligations, please refer to the DHS

Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

- b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
 - c. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.
2. If the recipient is conducting an education program under this agreement, it must also comply with:
 - a. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.
 3. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.
 4. All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

ARTICLE 10. TRAFFICKING IN PERSONS

1. Prohibition Statement - Performing Party may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time of the award; or use forced labor in the performance of the award or subaward under the award.
 - a. TCEQ may unilaterally terminate this award, without penalty, if a Performing Party that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement above; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement through conduct that is either (a) associated with performance under this award; or (b) imputed to the Performing Party using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented at 2 CFR Part 1532. The Performing Party must inform TCEQ immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement above.
 - b. TCEQ’s right to terminate unilaterally: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to TCEQ under this award.

ARTICLE 11. MISCELLANEOUS PROVISIONS

1. Drug-Free Workplace. The Performing Party must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536. Additionally, in accordance with these regulations, the Performing Party must identify all known workplaces under its federal awards and keep this information on file during the performance of the award.
2. Hotel and Motel Fire Safety Act. Pursuant to 15 USC 2225a, the Performing Party agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Performing Party may search the Hotel-Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.
3. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Performing Party is prohibited from using grant funds to enter into contracts or subawards (or extend or renew contracts or subawards) with entities that use or provide covered telecommunications equipment or services as described in 2 CFR § 200.216 and Public Law 115-232, Section 889. This prohibition includes in-kind contributions. This provision is subject to the exceptions provided in Public Law 115-232, Section 889.
4. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, and to the maximum extent practicable, appropriate, and consistent with applicable law, Performing Party will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this provision must be included in all subawards, contracts, and purchase orders for work or products funded by this award.
5. Religious Liberty. In accordance with 2 CFR § 200.300 and Executive Order 13798, ensure, for states and other public recipients, that subawards are not conditioned in a manner that would disadvantage applicants for subawards based on their religious character.

ARTICLE 12. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

1. In accordance with 2 CFR Part 25, entities that receive subawards from TCEQ that are funded wholly or partially with federal funds must (1) be registered in the System for Award Management (SAM) prior to submitting an application or plan or entering into an agreement; (2) maintain an active SAM registration with current information at all times while the application or plan is under consideration by TCEQ or during the term of the agreement; and (3) provide its Data Universal Numbering System (DUNS) number in each application or plan it submits to TCEQ, unless an exemption applies.
2. No funds may be received or awarded until Performing Party has complied with these requirements and provided a valid DUNS number.
3. Additionally, in accordance with 2 CFR Part 170, if certain elements are met, Performing Party must report the total compensation for each of its five most highly compensated executives for the preceding completed fiscal year.
4. These elements are found on the attached, completed TCEQ Pass-Through Funding Information and Federal Funding Accountability and Transparency Act Reporting Form.

ARTICLE 13. COST AND PRICE OF THIS AGREEMENT

The Performing Party must comply with 2 C.F.R. § 200.323. The Performing Party may request a form from TCEQ to use when performing a cost or price analysis.

ARTICLE 14. DHS REQUIREMENTS

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Instructions on how to fill out the attached Federal Forms:

1. If at any time during the course of the contract you have any federal lobbying to report, you must provide a **Disclosure Regarding Lobbying Form (SF-LLL)** to the TCEQ Project Representative, with quarterly updates. Note, this form is not attached, but may be found online.
2. **TCEQ Pass-Through Funding Information and Federal Funding Accountability and Transparency Act Reporting Form**- Completed prior to contract execution and attached below.

SCOPE OF WORK

A. Facts/Purpose

1. The Texas Commission on Environmental Quality (TCEQ) has a need to contract for the service to operate and maintain a continuous, Whole Air monitoring network in the Austin, Texas area.
2. In general, information about program operations, including but not limited to, the locations and numbers of sites, cities, etc., is "For Official Use Only" (FOUO), and Sensitive but Unclassified (SBU) information. The PERFORMING PARTY will protect such information in accordance with the U.S. Department of Homeland Security (DHS) Management Directive 11042.1 and the DHS Program Security Classification Guide (copies of both documents are attached). As such, the PERFORMING PARTY cannot publish reports or disseminate information about this program to persons without a need to know unless otherwise approved in writing by DHS or TCEQ Program Coordinator. Presentation content and a description of the measures to be taken to maintain confidentiality of the material must be approved in writing by DHS or TCEQ prior to its dissemination to persons not routinely associated with day-to-day operations.
3. The proposed work must be performed in compliance with all applicable federal and state statutes, regulations, executive orders, Office of Management and Budget (OMB) circulars, and the terms and conditions presented herein.
4. The proposed work must also be performed in accordance with currently applicable Standard Operating Procedures (SOP) developed by DHS (reference follows), TCEQ, and the respective instrument manufacturers. (*Ref: BioWatch Field Operations SOP- Version 7.0; Date Issued: October 15, 2020*). In the event of conflict in procedural instructions, the current approved version by DHS shall prevail.
5. Funds provided under this Contract may only be used for the purposes set forth and relating to the program described below and are contingent on continued federal funding.

B. TCEQ Responsibilities

1. Serves as liaison between the Performing Party and the Department of Homeland Security on matters of BioWatch field operations in the state of Texas. TCEQ Program Coordinator shall provide guidance on DHS directives, standard operating procedures, logistical annexes and contract/grant requirements.
2. BioWatch Program Coordinator serves as both Contract and Grant Manager for BioWatch program in the state of Texas. The program coordinator shall serve as the intermediary between the Performing Party and DHS providing guidance and directives on the Whole Air contract and grant.
3. Provides or facilitates the acquisition of DHS-authorized monitoring equipment, parts, supplies and consumables needed for operation, repair, and maintenance of all air monitoring equipment at all sites including replacement of unserviceable equipment.

4. Conducts assessments of operational collector sites, as deemed necessary by the program coordinator, ensuring site construction and configurations are in compliance with DHS guidelines and standards.
5. Upon request of the Performing Party or as deemed necessary the TCEQ:
 - a.) Provides subject matter expertise and manpower in support of siting, deploying and operating remote collectors during emergency response activities and/or special event surge operations.
 - b.) Provides BioWatch specific emergency response training to field operations team members. TCEQ may coordinate trainings with the DHS Jurisdictional Coordinator.
 - c.) Provides guidance and assistance in the construction of new collector sites and/or improvements of existing sites.
6. Conduct audit of contract when deemed necessary by TCEQ contract specialist. Prior notice of audit will be given.

C. PERFORMING PARTY Responsibilities

The PERFORMING PARTY shall provide:

1. The capacity to readily transfer sensitive information through a secure means such as the HSIN Portal, password-protected email and/or DHS designated system.
2. Competent personnel who must meet the following requirements:
 - a. Have successfully passed all background checks required for employment by the Local BioWatch Field Office (LFO) hiring policies;
 - b. Based on Job function, have successfully completed the HSIN/STT registration and approval process per DHS requirements. If approval is not granted, then the LFO employee must be reassigned to a Job function without access to sensitive information within the BioWatch program.

Failure to comply with these personnel requirements may be considered a material failure to comply with the Contract Terms.

3. Communication device assigned to LFO Manager (smart phones or equivalent), LFO Operator or designated personnel who is directly and routinely involved in field activities associated with management of the network so that after-hours communication capability is maintained.
4. Appropriate, readily-available vehicles for providing daily network operations and maintenance duties as well as timely and applicable after-hours activities associated with responding to an emergency action.
5. All minor equipment or supply components considered either durable (e.g., hinges, locks) or consumable/disposable (e.g., fuses, wiring, wipes, gloves) and normally available at a local hardware or electronics store. All purchases are subject to review. Single item purchases exceeding \$1,000 require prior TCEQ written (email) approval.
6. Training records must be kept and made available to TCEQ upon request.

7. Receiving reports must be kept for all items purchased with grant funds and must be made available upon request by TCEQ staff.

D. Qualifications and Experience

1. Field operators shall have sufficient hands-on experience with the operation and maintenance of low-volume, ambient-air particulate sample collectors, as necessary to pass the LFO required proficiency evaluation listed above, deploy, operate, repair and maintain a 24hr/365 day a year biological air monitoring network.
2. Field operators shall have knowledge of donning and doffing personnel protective equipment (gloves) and specified packaging, decontamination and chain of custody procedures of air samples for delivery to a designated BioWatch laboratory.
3. Experience or knowledge of utilizing meteorological data in response planning for a release of an aerosolized biological agent release.
4. Experience or knowledge of conducting site/venue assessments for deployment of air monitoring equipment assessing for security, power and maximum air monitoring coverage.
5. Field operators shall be familiar with the Incident Command System (ICS) and the National Incident Management System (NIMS). Official training in ICS (ICS 100 & ICS 200) and NIMS through FEMA Independent Study is preferred. Training certificates must be available upon request. <https://training.fema.gov/is/crslist.aspx?all=true>

E. Description and Schedule of Deliverables

All deliverables must be in accordance with currently applicable DHS guidelines and Standard Operating Procedures referenced in Article A.4., listed above, and any other guidance established by DHS, CDC (Centers for Disease Control and Prevention), DHS-designated national laboratories, or TCEQ, as applicable.

The PERFORMING PARTY shall provide:

1. Establish a LFO and appropriate manpower levels to perform collection of air-monitoring samples from all active collectors in the network, seven (7) days a week/365 days a year.
2. Deliver daily samples to the designated analytical laboratory no later than 09:00 am and no significant delay of the delivery upon Route completion, unless otherwise approved by the Lead Laboratory Manager and BAC Chairperson in coordination with the TCEQ BioWatch Program Coordinator. If the 09:00am delivery time cannot be met, then the participating contractor must submit an exception report to the DHS STT2.0.
3. Perform daily collection operations and equipment maintenance/replacement as well as special event monitoring as directed by DHS and the local BioWatch Advisory Committee (BAC) in coordination with TCEQ Program Coordinator. Daily collections and maintenance shall be performed in accordance with DHS's BioWatch Field Operations SOP-Version 7.0; Date Issued: October 15, 2020.
4. Perform equipment maintenance and document maintenance on DHS Sample Tracking Tool (STT 2.0) in accordance with DHS BioWatch Field Operations SOP-Version 7.0; Date Issued: October 15, 2020.

5. Lead Field Office shall establish and maintain a minimum 90-day supply of consumables (gloves, wipes, bags etc.) and portable sampling unit parts (O-rings, fuses, wiring harnesses, timers, etc.). Reasonable effort should be applied in acquiring all parts and consumables through DHS and/or TCEQ. All other approved supply chain mechanisms can be used if supply needs cannot be met through DHS and/or TCEQ. Parts and consumables requiring purchase through approved vendors (for example HiQ) shall be expensed to contract.
6. Utilize DHS Sample Tracking Tool (STT 2.0) in performing daily collections. Field operators shall follow DHS STT 2.0 protocols and employ DHS approved STT 2.0 software and hardware.
7. Perform special event indoor and outdoor monitoring to include but not limited to assessing venue for security, power and scientifically driven placement of air monitoring equipment. Deploy, operate and demobilize special event monitors. Coordinate and secure venue credentials for field operators for the special events and coordinate activities with local officials, TCEQ and DHS Jurisdictional Coordinator (JC). Costs associated with special-event monitoring are not reimbursable under this Contract without prior approval by TCEQ BioWatch Program Coordinator;
8. The LFO, using the DHS HSIN Portal and DHS Sample Tracking Tool (STT 2.0), shall maintain an accurate and current list of operational sites in the jurisdiction. The LFO shall also maintain a current and accurate list of air collectors deployed at each site and link the collectors to the sites using the HSIN portal. Removal and replacement of a collector/s at a site constitute an exception report on the HSIN portal. See Article 12 of the scope of work for exception reporting.
9. Participate in external audits of Field Operations. Audits of field operations are directed and arranged by DHS; and scheduled with the LFO in advance of the audit. The LFO shall comply with corrective actions resulting from the field audit and report on the status of compliance to the audit agency and DHS in coordination with TCEQ Program Coordinator.
10. Upon request, assist DHS, the BAC and/or TCEQ in the identification, improvement, or relocation of new or existing collector sites.
11. LFO shall provide one Field Operator to the BioWatch Advisory Committee during response activities. The Field Operator shall provide the BAC with information on the affected site, exceptions filed at the site and any observations at the site outside of normal operations. LFO shall be prepared to supply the BAC with additional air sampling units during a response and coordinate surge/response activities with the TCEQ Program Coordinator.
12. Exception Reporting: LFO shall report any significant exceptions to the normal sample-collection routine by utilizing the DHS Sample Tracking Tool (STT 2.0) process. Report notification must be made as soon as possible and no later than 3:00 pm on the day of discovery. Exceptions to normal operations include, but are not limited to:
 - a. Collector failures or downtimes regardless of duration;
 - b. Site start-up or closure (whether seasonal, permanent, planned or unexpected);

- c. Collector relocations because of continual flooding, construction, or other circumstances must receive prior approval. Site relocations, whether planned or emergent, will be coordinated through DHS, in coordination with TCEQ BioWatch Coordinator, with final approval residing with DHS.
 - d. Any breach of security including tampering, break-in, theft, defacement, or other suspicious activity;
 - e. Failure to meet sample delivery time (09:00am) or exception that will affect the daily routine of the lab (See Article E.2);
 - f. Any deviation from normal operations or to the approved and currently applicable SOP; or,
 - g. Any changes in personnel whereby a person will be given access to sensitive program information or whose existing access is being eliminated or limited.
13. Provide a minimum of one (1) representative from the jurisdiction's LFO to participate in a DHS approved National workshop or TCEQ approved statewide meeting, if necessary.
14. The LFO shall provide initial, recurring or refresher training to Field Operators in accordance with DHS's BioWatch Field Operations SOP-Version 7.0; Date Issued: October 15, 2020. The LFO shall identify trainers and maintain records that indicate type and date of training. Retention of training records will be in accordance with the BioWatch Field Operations SOP-Version 7.0; Date Issued: October 15, 2020.
15. Assist TCEQ, DHS JC, and local BioWatch Advisory Committee with post detection Just-In-Time training for first responders. This training includes, but not limited to site access, site specific details, sample collection, documentation and chain of custody.
16. DHS HSIN Portal and DHS Sample Tracking Tool (STT 2.0). The LFO shall populate and update the lists and data points described in DHS's BioWatch Field Operations SOP-Version 7.0; Date Issued: October 15, 2020 and STT User Manual Version 1.0 issued August 2020. This includes, but are not limited to:
- a. Field Personnel;
 - b. Site List;
 - c. Special Event Site List;
 - d. Exception Reports;
 - e. Maintenance Logs;
 - f. Routes
17. Establish and maintain an equipment inventory. Performing Party shall submit an annual inventory list to TCEQ by August 31st of each year or as requested by the TCEQ contract specialist.
- a. The inventory shall include a list of any equipment purchased and/or provided by DHS or TCEQ having a cost of \$5,000 or more per unit. The inventory shall include a description of the item, serial number, DHS or TCEQ inventory number

(as applicable) and purchase amount. See Article 6(e) of the Special Terms and Conditions.

- b. The inventory must include a separate list of all durable equipment including air-samplers/collectors, hand-held measurement devices, or other durable items purchased by Performing Party utilized in performing the Scope of Work regardless of the source of funding.

18. Maintain a level of inter-governmental exchange and situational awareness through substantial participation in local BioWatch Advisory Council meetings and routinely schedule conference calls between the Lead Field Office and TCEQ as well as LFO and DHS. The LFO shall participate in local planning and training activities including, but not limited to, attendance at local program-related meetings; participation in local and regional exercises; maintaining routine communications with TCEQ; assist TCEQ, upon request, with meeting local and statewide response-planning objectives including collaboration with other program jurisdictions to provide equipment and/or personnel support, and as requested or necessitated by unforeseen events.

F. Invoicing

1. Unless otherwise directed by TCEQ or DHS; PERFORMING PARTY must submit invoices to the TCEQ Contract Specialist monthly and invoices, including the final invoice for any contract or renewal period, must be submitted within 30 days after the end of each month.
2. The final invoice for any contract or renewal period must be conspicuously marked FINAL.
3. All Invoices must be accompanied by a detailed breakdown of expenditures including, but not limited to:
 - a. Personnel time billed to the contract by name, position, and cost;
 - a. Level of Effort Certifications;
 - b. Fringe Benefits;
 - c. Indirect Costs;
 - d. Vehicle Miles - broken down per vehicle, per month;
 - e. Vehicle maintenance (only actual work performed);
 - f. Fuel Costs;
 - g. Travel outside of the normal work routine, including mileage/transportation, lodging, meals (including pre-approved travel costs related to training);
 - h. Equipment (including pre-approved vehicle purchases);
 - i. Supplies; and,
 - j. Other relevant expenses (e.g. electric, maintenance costs, etc.).
4. All expenses for which reimbursement will be sought under this contract must be 100%-related to program, actual incurred costs or otherwise apportioned according to the percent of the expense that is specifically related to this Scope of Work. If a

reimbursable expense charged to this Contract benefits additional projects or activities, the expense must be allocated to the projects based on the proportional benefit to each and Performing Party must provide documentation supporting the allocation of the expense, not to exceed 100%.

5. TCEQ may require a lapse report to justify any lapses within the budget. These reports must explain any overages or underspending.

G. Acceptance Criteria

If, during any quarter, a 95% efficiency in filter delivery rate to the laboratory is not met (excluding missed deliveries due to acts of God), TCEQ may take actions consistent with Section 7 of the General Terms and Conditions.

GENERAL TERMS AND CONDITIONS

1. CONTRACT PERIOD

- 1.1. **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Contract Signature Page. If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31 of the same Fiscal Year in which the Contract is signed.
- 1.2. **Amendments.** This Contract is not subject to competitive selection requirements and may be amended by mutual agreement. Except as specifically allowed by the Contract, all changes to the Contract require a written amendment that is signed by both parties.
 - 1.2.1. **Material Changes.** Material changes to the contract require a written amendment signed by both parties. These Amendments take effect when signed by the Contractor and TCEQ, unless otherwise designated in the Amendment. Material changes include the following:
 - 1.2.1.1. Changes in the total amount of funds in the Budget or the Contract;
 - 1.2.1.2. Changes to the Contract's Expiration Date;
 - 1.2.1.3. Changes to the Scope of Work that affect TCEQ's obligations to the entity providing funding, such as the United States Environmental Protection Agency (EPA), another state or federal agency, or the Texas Legislature; and
 - 1.2.1.4. Changes that affect the material obligations of the Performing Party in this Contract.
 - 1.2.2. **Unilateral Amendments.** As specifically allowed by the Contract, TCEQ may issue unilateral amendments. Unilateral amendments take effect when issued by TCEQ.
 - 1.2.3. **Minor Changes.** The TCEQ Contract Manager and/or the TCEQ Project Manager has the authority, without a formal Amendment, to correct typographical errors; make written Contract interpretations; and make minor, non-material changes to the requirements in the Scope of Work, the Procedures for Work Orders, or the Work Orders (Work Orders include Proposals for Grant Activities); or as agreed to elsewhere in the Contract. Contractor must provide TCEQ with a written objection to any Notice of Interpretation no later than five (5) business days from the effective date of the Notice. A copy of the agreed change must be retained in the appropriate file by both the Performing Party and TCEQ.
 - 1.2.3.1. **Minor, non-material changes include:**
 - 1.2.3.1.1. Changes to the schedule in the Scope of Work including an extension of a deliverable due date, not to exceed the expiration date of the Contract;
 - 1.2.3.1.2. Changes to the schedule in the Work Order including an extension of a deliverable due date, not to exceed the expiration date of the Work Order;
 - 1.2.3.1.3. Changes to the individual tasks/activities in the Scope of Work or Work Order, if applicable, that do not substantially change the obligations of the Parties relative to those tasks/activities;

1.2.4. It is the Performing Party's responsibility to request extensions to the deliverable schedule and other changes that are within the authority of TCEQ.

1.3. **Extensions.** TCEQ may by unilateral written amendment extend the Expiration Date for a period of up to 90 days. Unless otherwise indicated in the applicable contract amendment, an extension does not extend any other deadlines or due dates other than the expiration of the Contract Period.

2. FUNDS

2.1 **Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable. Performing Party will ensure that this article is included in any subcontract it awards.

2.2 **Maximum Authorized Reimbursement.** The total amount of funds provided by TCEQ for the Contract will not exceed the amount of the Maximum Authorized Reimbursement as shown on the Contract Signature Page.

2.3 **Fiscal Year Restrictions.** In order to be reimbursed under this Contract, costs must be incurred during the Contract Period and within the time limits applicable to the funds from which the Contract is being paid. TCEQ is under no obligation to offer deadline extensions which extend to the maximum availability of the contract funding source.

2.4 **Grants.** If this Contract was entered under the TCEQ's authority to award grants, TCEQ is providing financial assistance to the recipient to undertake its own project.

2.5 **No Debt against the State.** This Contract is contingent on the continuing appropriation of funds. This Contract shall not be construed to create debt against the State of Texas.

2.6 **Abortion Funding Limitation.** Performing Party represents and warrants that payments made by TCEQ to Performing Party and Performing Party's receipt of appropriated funds under the contract are not prohibited by Article IX, Section 6.25 of the General Appropriations Act, 86th Legislative Session (2019), nor by Texas Government Code Chapter 2272 *Prohibited Transactions* [Senate Bill 22, 86th Legislative Session (2019)].

2.7 **Excluded Parties.** Performing Party represents and warrants that it is not listed in the prohibited vendors lists authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control. Performing Party will notify TCEQ if it can no longer make this representation.

3. ALLOWABLE COSTS

3.1 **Conforming Activities.** TCEQ will reimburse the Performing Party for necessary and reasonable Allowable Costs that are incurred and paid by the Performing Party in performance of the Scope of Work as authorized by this Contract in the Cost Budget or Fixed Payment Amounts.

3.2 **UGMS.** Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. Additional federal

requirements apply if this Contract is funded, in whole or in part, with federal funds.

4. REIMBURSEMENT

- 4.1. **Reimbursement Requests.** Performing Party shall invoice TCEQ to request reimbursement for its Allowable Costs for performing the Scope of Work. Performing Party's invoice shall conform to all reimbursement requirements specified by TCEQ.
- 4.2. **Personnel Eligibility List (PEL).** Performing Party must submit a completed Personnel Eligibility List (PEL) prior to starting activities under this Contract and an updated PEL with any invoice following changes to the information provided in the most recent PEL. If a Contract amendment is necessary due to changes reflected on the PEL, Performing Party must immediately submit an updated PEL with a request to amend the Contract.
- 4.3. **Level-of-Effort Certification (LEC).** Performing Party must complete the attached Level-of-Effort Certification (LEC) for salaried employees performing work under this Contract. LEC must be completed monthly and LEC(s) must be submitted with each invoice, except for nonexempt employees, for which the Performing Party must submit time sheets. Performing Party may develop and use its own LEC method, which must be reviewed and approved by TCEQ prior to implementation. The LEC method must meet the following requirements and all other federal and state requirements regarding documentation for personnel expenses:
 - a. Reflect an after-the-fact distribution of the actual activity of each employee;
 - b. Account for the total activity for which each employee is compensated, including activities not performed under this Contract;
 - c. Be prepared at least monthly and must coincide with one or more pay periods; and
 - d. Be signed, physically or electronically, by the employee and the supervisory official having first-hand knowledge of the work performed by the employee. The employee's signature is not required in the event the employee cannot be reached due to termination of employment, lack of forwarding address, death or other documented reason.
- 4.4. **Conditional Payments.** Reimbursements are conditioned on the Scope of Work being performed in compliance with the Contract. Performing Party shall return payment to TCEQ for either overpayment or activities undertaken that are not compliant with the Scope of Work. This does not limit or waive any other TCEQ remedy.
- 4.5. **No Interest for Delayed Payment.** Because the Performing Party is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable in the case of late payments.
- 4.6. **Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this Contract.
- 4.7. **State Agencies/Institutions of Higher Education.** If the Contractor is a State agency or institution of higher education payments must be made via interagency transaction voucher (ITV), please provide a Recurring Transaction Index (RTI) number on the face of the invoice OR if payments are to be deposited into a local bank account, the following statement must be placed on the face of

the invoice: "Funds to be deposited into local bank account." For additional information, please refer to the Texas Comptroller's Accounting Policy Statement (APS) 014.

5. FINANCIAL RECORDS, ACCESS AND AUDITS

- 5.1 **Audit of Funds.** The Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the audit of funds accepted under this Contract is included in any subcontract it awards.
- 5.2 **Financial Records.** Performing Party shall establish and maintain financial records including records of costs of the Scope of Work in accordance with generally accepted accounting practices. Upon request Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by TCEQ and other state agencies for the purpose of inspection and audit. Financial records regarding this contract shall be retained for a period of three (3) years after date of submission of the final reimbursement request.

6. PERFORMING PARTY'S RESPONSIBILITIES

- 6.1 **Performing Party's Responsibility for the Scope of Work.** Performing Party undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of the TCEQ nor as a TCEQ agent or employee. Performing Party agrees that the Scope of Work is furnished and performed at Performing Party's sole risk as to the means, methods, design, processes, procedures and performance.
- 6.2 **Standard Assurances.** Performing Party assures compliance with the provisions found in UGMS III Subpart B, .14 State assurances, that are applicable to this Contract.
- 6.3 **Independent Contractor.** The parties agree that the Performing Party is an independent contractor. Nothing in this Contract shall create an employee-employer relationship between Performing Party and TCEQ. Nothing in this Contract shall create a joint venture between TCEQ and the Performing Party.
- 6.4 **Performing Party's Responsibilities for Subcontractors.** All acts and omissions of subcontractors, suppliers and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party.
- 6.5 **No Third Party Beneficiary.** TCEQ does not assume any duty to exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between TCEQ and any of the Performing Party's subcontractors, suppliers or other persons or organizations with a contractual relationship with the Performing Party.
- 6.6 **Cybersecurity Training.** Performing Party shall ensure that any Performing Party representative (employee, officer, or subcontractor personnel) who has Access to a TCEQ Computer System or Database completes a cybersecurity training program certified by the Texas Department of Information Resources

(DIR) under § 2054.519 of the Texas Government Code, during the term of the Contract and each renewal.

- 6.6.1. “Access to TCEQ Computer System or Database” means having a TCEQ network user account or the authorization to maintain, modify, or allow access control to any TCEQ web page, TCEQ computer system or TCEQ database.
- 6.6.2. Within seven (7) days after the execution of the Contract and any renewals, Performing Party shall provide a list of persons requiring training to the TCEQ Contract Manager, and thereafter provide an updated list by the first workday of any additional person who becomes subject to the training requirements. For applicable umbrella contracts, Contractor shall provide a list of any persons requiring training within seven (7) days of issuance of Notice to Proceed/Commence for any Work Order/Proposal for Grant Activities that requires Access to a TCEQ Computer System or Database.
- 6.6.3. If a Performing Party representative has previously completed a DIR-certified cybersecurity training during the term of the Contract or renewal, Contractor shall provide evidence that the Performing Party representative completed the required training to the TCEQ Contract Manager within seven (7) days after the execution of the Contract or as applicable, the issuance of Notice to Proceed/Commence for any Work Order/Proposal for Grant Activities that requires Access to a TCEQ Computer System or Database.
- 6.6.4. For the term of the Contract and each renewal, all Performing Party representatives subject to the training requirement must complete DIR-certified training within seven (7) calendar days after TCEQ provides access to the training, unless the Performing Party provides evidence to TCEQ that the Performing Party representative previously completed the required training. Performing Party shall retain in their records, and upon request, provide the TCEQ Contract Manager evidence that the training was successfully completed.
- 6.6.5. Performing Party shall notify the TCEQ Contract Manager within two (2) business days when a person with Access to a TCEQ Computer System or Database no longer needs Access to such Computer System or Database.
- 6.6.6. TCEQ may terminate the Contract for Cause if Performing Party fails to adhere to any of the above terms, including completing the required certified cybersecurity training or notifying the TCEQ Contract Manager when access is no longer needed.
- 6.6.7. TCEQ may terminate the Contract for Cause if a Performing Party’s representative misuses a TCEQ Computer System or Database, including allowing multiple individuals to utilize a single individual’s TCEQ network user account.

7. TIME

- 7.1 **Time is of the Essence.** Performing Party’s timely performance is a material term of this Contract.
- 7.2 **Delays.** Where Performing Party’s performance is delayed, except by Force Majeure or act of the TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Contract for cause, or enforce any of its other rights (termination for convenience may be effected even in case of Force Majeure or act of TCEQ).

8. CONFLICT OF INTEREST

Performing Party shall have a policy governing disclosure of actual and potential conflicts of interests. Specifically, for work performed under this Contract by Performing Party or any related entity or individual, Performing Party shall promptly disclose in writing to TCEQ any actual, apparent, or potential conflicts of interest, including but not limited to disclosure of:

- i. Any consulting fees or other compensation paid to employees, officers, agents of Performing Party, or members of their immediate families, or paid by subcontractor or subrecipients; or
- ii. Any organizational conflicts of interest between Performing Party and its subcontractors or subrecipients under a subaward.

No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Scope of Work, nor have access to information regarding any portion of the Scope of Work, without TCEQ's written consent in the form of a unilateral amendment. Performing Party agrees that TCEQ has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination of this Contract.

9. DATA AND QUALITY

- 9.1 **Quality and Acceptance.** All work performed under this Contract must be complete and satisfactory in the reasonable judgment of the TCEQ. All materials and equipment shall be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract.
- 9.2 **Quality Assurance.** All work performed under this Contract that involves the acquisition of environmental data will be performed in accordance with a TCEQ-approved Quality Assurance Project Plan (QAPP) meeting all applicable TCEQ and EPA requirements. Environmental data includes any measurements or information that describe environmental processes, location, conditions, ecological or health effects and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be implemented prior to Performing Party's receipt of the QAPP signed by TCEQ and, if necessary, the EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, the EPA. Also, without prejudice to any other remedies available to TCEQ, Performing Party's failure to meet the terms of the QAPP may result in TCEQ's suspension of associated activities and non-reimbursement of expenses related to the associated activities.
- 9.3 **Laboratory Accreditation.** Any laboratory data or analyses provided under this Contract must be prepared by a laboratory that is accredited by TCEQ according to 30 Texas Administrative Code Chapter 25, subchapters A and B, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 Texas Administrative Code Section 25.6.

10. INTELLECTUAL PROPERTY

- 10.1. **Third Party Intellectual Property.** Unless specifically modified in an amendment or waived in a unilateral amendment, Performing Party must obtain all intellectual property licenses expressly required in the Scope of Work, or incident to the use or possession of any deliverable under the Contract. Performing Party shall obtain and furnish to TCEQ: documentation on the use of

such intellectual property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such intellectual property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such intellectual property for TCEQ non-commercial purposes, and other purposes of the State of Texas.

- 10.2. **Grant of License.** Performing Party grants to TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial TCEQ purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into any new works created as part of the Scope of Work, intellectual property created under this Contract, and associated user documentation.

11. INSURANCE AND INDEMNIFICATION

- 11.1 **Insurance.** Unless prohibited by law, the Performing Party shall require its contractors to obtain and maintain during the Contract Period adequate insurance coverage sufficient to protect the Performing Party and the TCEQ from all claims and liability for injury to persons and for damage to property arising from the Contract. Unless specifically waived by the TCEQ, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.
- 11.2 **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TCEQ AND PERFORMING PARTY AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF CONTRACT ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THE DEFENSE OF TCEQ SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT TCEQ. THIS COVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

12. TERMINATION

- 12.1 **Termination for Cause.** TCEQ may, upon providing 10 days' written notice and the opportunity to cure to the Performing Party, terminate this Contract for cause if Performing Party materially fails to comply with the Contract including any one or more of the following acts or omissions: nonconforming work, or existence of a conflict of interest. Termination for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.
- 12.2 **Termination for Convenience.** TCEQ may, upon providing 10 days' written notice to the Performing Party, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of TCEQ or the Performing Party. Performing Party may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.

- 12.3 If, after termination for cause by TCEQ, it is determined that the Performing Party had not materially failed to comply with the Contract, the termination shall be deemed to have been for the convenience of TCEQ.

13. DISPUTES, CLAIMS AND REMEDIES

- 13.1 **Payment as a Release.** Neither payment by TCEQ nor any other act or omission other than an explicit written release, in the form of a unilateral amendment, constitutes a release of Performing Party from liability under this Contract.
- 13.2 **Schedule of Remedies available to the TCEQ.** In accordance with Texas Government Code Chapter 2261 the following Schedule of Remedies applies to this Contract. In the event of Performing Party's nonconformance, TCEQ may do one or more of the following:
- 13.2.1. Issue notice of nonconforming performance;
 - 13.2.2. Reject nonconforming performance and request corrections without charge to the TCEQ;
 - 13.2.3. Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
 - 13.2.4. Suspend all or part of the Contract Activities or payments, or both, pending accepted revision of the nonconformity;
 - 13.2.5. Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
 - 13.2.6. Terminate the contract without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.
- 13.3 **Opportunity to Cure.** The Performing Party will have a reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.
- 13.4 **Cumulative Remedies.** Remedies are cumulative; the exercise of any remedy under this Contract or applicable law does not preclude or limit the exercise of any other remedy available under this Contract or applicable law.

14. SOVEREIGN IMMUNITY

The parties agree that this Contract does not waive any sovereign immunity to which either party is entitled by law.

15. SURVIVAL OF OBLIGATIONS.

Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, survive for four (4) years beyond the termination or completion of the Contract, or until four (4) years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Contract or which in TCEQ's opinion is related to the subject matter of the Contract. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

16. CONTRACT INTERPRETATION

- 16.1 **Definitions.** The word "include" and all forms such as "including" mean "including but not limited to" in the Contract and in documents issued in accordance with the Contract, such as Work Orders or Proposals for Grant Activities (PGAs).

- 16.2 **Headings.** The headings of the sections contained in this Contract are for convenience only and do not control or affect the meaning or construction of any provision of this Contract.
- 16.3 **Delivery of Notice.** Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile transmission, email, or other commercially accepted means.
- 16.4 **Interpretation of Time.** All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, it is omitted from the computation.
- 16.5 **State, Federal Law.** This Contract is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.
- 16.6 **Severability.** If any provision of this Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity or unenforceability) and the remaining part of the provision and the rest of the provisions of this Contract shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.
- 16.7 **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.
- 16.8 **Venue.** Performing Party agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Performing Party agrees that any cause of action involving this Contract arises solely in Travis County, Texas.
- 16.9 **Publication.** Performing Party agrees to notify TCEQ five (5) days prior to the publication or advertisement of information related to this Contract. Performing Party agrees not to use the TCEQ logo or the TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority.
- 16.10 **Waiver.** With the exception of an express, written waiver in the form of a unilateral amendment signed by TCEQ, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.
- 16.11 **Compliance with Laws.** TCEQ relies on Performing Party to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.
- 16.12 **Counterparts.** This Contract may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Contract.
- 16.13 **Accessibility.** All electronic content and documents created as deliverables under this Contract must meet the accessibility standards prescribed in 1 Texas

Administrative Code sections 206.50 and 213 for state agency web pages, web content, software, and hardware, unless TCEQ agrees that exceptions or exemptions apply.

**Cost Budget
Cooperative Reimbursement Contract
for State Agencies and Local Governments**

1. Budget. Authorized budgeted expenditures for work performed are as follows:

Budget Category	Cost for Work to be Performed
Salary / Wages	\$367,023.00
Fringe Benefits	\$164,301.00 (44.6996%)
Travel	\$5,000.00
Supplies	\$9,500.00
Equipment	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$44,117.00
Indirect Costs	\$0.00
Total	\$589,941.00

2. Indirect Cost Reimbursable Rate. The reimbursable rate for this Contract is 0.00% of (check one):

- salary and fringe benefits
- modified total direct costs
- other direct costs base

If other direct cost base, identify: Performing Party has voluntarily waived indirect costs.

This rate is less than or equal to (check one):

- Predetermined Rate—an audited rate that is not subject to adjustment.
- Negotiated Predetermined Rate—an experienced-based predetermined rate agreed to by Performing Party and TCEQ. This rate is not subject to adjustment.
- Default rate—a standard rate of ten percent of salary/wages may be used in lieu of determining the actual indirect costs of the service.

3. Other. If Budget Category “Other” is greater than \$25,000 or more than 10% of budget total, identify the main constituents: Costs include site improvements, vehicle fuel and maintenance costs, and medical supplies.

4. **Travel.** In order to be reimbursable, travel costs must be specifically authorized in advance of the travel. Travel costs will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.
5. **Budget Categories.** The Budget Categories above have the definitions, requirements and limitations stated in UGMS. Construction costs are not reimbursable without prior, specific written authorization from TCEQ.
6. **Budget Control.**
 - a. **Cumulative transfers equal to or less than 10% of the Total Budget.** Performing Party may transfer amounts between the approved direct cost budget categories so long as cumulative transfers from direct cost budget categories during the Contract Period do not exceed ten percent (10%) of the Total Budget amount. Performing Party must timely submit a Budget Revision Request (BRR) Form reflecting the revised budget. Upon approval by TCEQ, the BRR will be incorporated into this Contract as though it is a document revised under General Term and Condition Section 1.2. The 10% limit does not reset with the approval of each BRR. It resets when an amendment is signed by the parties reflecting changes to the budget.
 - b. **Cumulative transfers greater than 10% of the Total Budget.** TCEQ must **pre-approve in writing** all budget revisions that result in the cumulative transfer from direct cost budget categories of funds greater than 10% of the Total Budget during the Contract Period. The Performing Party must request to amend the Contract. A contract amendment is required **before** Performing Party incurs these costs.
 - c. Performing Party may not transfer amounts to budget categories containing zero dollars without TCEQ pre-approval in writing.
7. **Invoice Submittal.** Unless otherwise stipulated in the Contract, invoices must be submitted monthly and invoices shall be submitted within thirty (30) days after the end of the fiscal quarter to the individual named in TCEQ Project Representatives and Records Location. Final invoices shall be submitted within one (1) month after completing the Scope of Work activities. TCEQ may unilaterally extend this deadline by e-mail.
 - a. All invoices must be submitted in a format that clearly shows how the budget control requirement is being met.
8. **Supporting Records.** Performing Party shall submit records and documentation to TCEQ as appropriate for the review and approval of reimbursing costs. TCEQ may reject invoices without appropriate supporting documentation. TCEQ has the right to request additional documentation such as expenses for the invoice period, year-to-date expenses, projected totals for the year (or applicable contract period), percent of budget spent to date, and percentage of budget projected to be spent. Performing Party shall maintain records subject to the terms of this Contract.
9. **Indirect Costs.** Performing Party's indirect costs will be reimbursed at the reimbursable rate entered above. If no reimbursable rate is shown above,

indirect costs are not reimbursable under this Contract. The reimbursable rate must be less than or equal to the rate authorized under UGMS. To the extent that the reimbursable rate is lower than Performing Party's actual indirect costs, Performing Party is contributing its unreimbursed indirect costs to the successful performance of this Contract, and waives any right it may have to reimbursement of those costs (if this Contract requires matching funds, Performing Party may claim its unreimbursed indirect costs as part or all of its match). Performing Party must fund all unreimbursed indirect costs from other funds. It is the Performing Party's responsibility to ensure that unreimbursed indirect costs are not charged to other projects which do no benefit from them, and that it uses funding sources that may be properly used to fund its unreimbursed costs.

NOTICES, PROJECT REPRESENTATIVES, AND RECORDS LOCATION

1. **Representatives.** The individual(s) named below are the representatives of TCEQ and Contractor. They are authorized to give and receive communications and directions on behalf of the TCEQ and Contractor as indicated below. All communications including official contract notices must be addressed to the appropriate representative or his or her designee.
2. **Changes in Information.** Either party may change its information in this Notices, Project Representatives and Records Location document by providing notice to the other party's representative for contractual matters.

3. **TCEQ Representatives**

**TCEQ CONTRACT MANAGER
(for Contractual Matters)**

Deanna Sivek
 Contract Manager
 P.O. Box 13087, MC 177
 Austin, Texas 78711-3087
 Telephone No.: (512) 239-5074
 Facsimile No.: (512) 239-0404
 Email Address: deanna.sivek@tceq.texas.gov

**TCEQ PROJECT MANAGER
(for Technical Matters)**

Carl Skelley
 Whole Air Coordinator
 P.O. Box 13087, MC 177
 Austin, Texas 78711-3087
 Telephone No.: (512) 239-1351
 Facsimile No.: (512) 239-0404
 Email Address: carl.skelley@tceq.texas.gov

OR

Reggie Book
 Whole Air Coordinator
 P.O. Box 13087, MC 177
 Austin, Texas 78711-3087
 Telephone No.: (512) 239-0331
 Facsimile No.: (512) 239-0404
 Email Address: reggie.book@tceq.texas.gov

4. **Contractor Representatives**

**Title
(for Contractual Matters)**

 (Name)

 (Title)

 (Mailing Address)

 (City) (State) (Zip Code)
 Telephone No.: (____) ____-_____
 Facsimile No.: (____) ____-_____
 Email Address:

**Title
(for Technical Matters)**

 (Name)

 (Title)

 (Mailing Address)

 (City) (State) (Zip Code)
 Telephone No.: (____) ____-_____
 Facsimile No.: (____) ____-_____
 Email Address:

5. **Invoice Submittal.** Invoices must be submitted to the TCEQ Contract Manager.

6. **Designated Location for Records Access and Review.** Contractor designates the physical location indicated below for record access and review pursuant to any applicable provision of this contract:

(Physical Location Address Line 1)

(Physical Location Address Line 2)

(City), (State), (Zip Code)

**Attachment A:
Financial Status Report**

1. STATE AGENCY ORGANIZATION TO WHICH REPORT IS SUBMITTED: Submit with invoice to Invoice_

2. GRANT TITLE:

3. PAYEE IDENTIFICATION NUMBER: 4. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS)

5.a. TCEQ GRANT NUMBER:

5.b. PGA NUMBER:

6. FINAL REPORT	YES	NO
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7. ACCOUNTING BASIS	CASH	ACCRUAL
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8. TOTAL GRANT PERIOD PERIOD COVERED BY THIS REPORT:

FROM:	TO:	FROM:	TO:
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10. BUDGET CATEGORIES	APPROVED BUDGET	PROJECT COST THIS REPORT*	CUMULATIVE PROJECT COST	BALANCE**
A. PERSONNEL/SALARY	\$0.00	\$0.00	\$0.00	\$0.00
B. FRINGE BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00
C. TRAVEL	\$0.00	\$0.00	\$0.00	\$0.00
D. SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00
E. EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00
F. CONTRACTUAL	\$0.00	\$0.00	\$0.00	\$0.00
G. CONSTRUCTION	\$0.00	\$0.00	\$0.00	\$0.00
H. OTHER	\$0.00	\$0.00	\$0.00	\$0.00
I. TOTAL DIRECT COSTS (sum A-H)	\$0.00	\$0.00	\$0.00	\$0.00
J. INDIRECT COSTS	\$0.00	\$0.00	\$0.00	\$0.00
K. TOTAL (sum I and J)	\$0.00	\$0.00	\$0.00	\$0.00

*List (itemize) on the appropriate supplemental form, all component expenses comprising the total cost for each of these categories. Please attach documentation, as required, in accordance with the conditions of your Grant and this FSR. **Negative balances in any of the budget categories should be explained in a brief accompanying narrative.

11. Indirect Expenses	a. Rate	b. Period From	c. Period To	d. Base	e. Amount Charged
				\$0.00	\$0.00
				f. Total of Indirect Expenses:	

12. CERTIFICATION: I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS REPORT IS TRUE, COMPLETE, AND CORRECT AND THAT ALL OUTLAYS, CASH RECEIPTS, AND UNLIQUIDATED OBLIGATIONS ARE FOR THE PURPOSES AND INTENT SET FORTH IN THE AWARD DOCUMENTS. I AM AWARE THAT ANY FALSE, FICTITIOUS, OR FRADULENT INFORMATION MAY SUBJECT ME TO CRIMINAL OR CIVIL PENALITES.

SIGNATURE OF AUTHORIZED OFFICIAL _____

TYPED NAME AND TITLE:

TELEPHONE _____ DATE SUBMITTED: _____

ITEMIZATION OF EQUIPMENT AND CONTRACTUAL COSTS (Form 20248-1)

EQUIPMENT PURCHASES (DURING THIS REPORT PERIOD)

NUMBER PURCHASED	ITEM DESCRIPTION (SHOULD MATCH DESCRIPTION PROVIDED FOR APPROVAL) (INCLUDE THE SERIAL NUMBER IF APPLICABLE)	UNIT COST	TOTAL COST	TASKS
TOTAL EQUIPMENT EXPENDITURES (MUST AGREE WITH LINE 10E ON FORM 20248Excel)			\$0.00	

CONTRACTUAL EXPENSES (DURING THIS REPORT PERIOD)

SUBCONTRACTOR (NAME)	FOR (ACTIVITIES PERFORMED)	DATES(S) PERFORMED	COST (THIS PERIOD)	TASKS
TOTAL CONTRACTUAL EXPENSES (MUST AGREE WITH LINE 10F ON FORM 20248Excel)			\$0.00	

List all contractual costs either incurred or paid during the period (depending on type of accounting method).

ITEMIZATION OF SUPPLY AND OTHER COSTS (Form 20248-3)

SUPPLIES PURCHASED (DURING THIS PERIOD)

NUMBER PURCHASED	ITEM DESCRIPTION- Provide enough information to enable the TCEQ to determine the allowability of the cost.	UNIT COST	TOTAL COST	TASKS
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
TOTAL SUPPLY EXPENDITURES (MUST AGREE WITH LINE 10D ON FORM 20248Excel)			\$0.00	

OTHER EXPENDITURES (DURING THIS REPORT PERIOD)

NUMBER PURCHASED	ITEM DESCRIPTION- Provide enough information to enable the TCEQ to determine the allowability of the cost.	UNIT COST	TOTAL COST	TASKS
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
TOTAL OTHER EXPENDITURES (MUST AGREE WITH LINE 10H ON FORM 20248Excel)			\$0.00	

ITEMIZATION OF PERSONNEL/SALARY AND TRAVEL COSTS (Form 20248-4)

PERSONNEL/SALARY EXPENDITURES (DURING THIS REPORT PERIOD)

EMPLOYEE NAME	TITLE/POSITION	SALARY (THIS PERIOD)	TASKS
A. Personnel/Salary			
All Personnel listed on current PEL? ___ Yes ___ No			
B. Fringe Benefit Rate: _____ (average)			
Total for the Reporting Period: \$ _____			
(Do not include fringe in total at right)			
TOTAL PERSONNEL/SALARY EXPENDITURES (MUST AGREE WITH LINE 10A ON FORM 20248Excel)		\$0.00	

TRAVEL EXPENDITURES (DURING THIS REPORT PERIOD)

EMPLOYEE NAME AND TITLE/POSITION	DATE(S) OF TRAVEL	DESTINATION & REASON FOR TRAVEL	COST (THIS PERIOD)	TASKS
TOTAL TRAVEL EXPENDITURES (MUST AGREE WITH LINE 10C ON FORM 20248Excel)			\$0.00	

Financial Status Report Preparation Instructions

1. A. The PERFORMING PARTY, in order to obtain reimbursement (or justify costs applied to advance payments) for expenditures authorized under this Grant, shall submit a completed, legible TCEQ Financial Status Report (TCEQ Form 269Excel) and any required TCEQ Supplemental 20248 forms. Each Financial Status Report shall indicate, for each budget sub-category, the PERFORMING PARTY'S project expenditures for the period in question, the cumulative expenditures with respect to each budget sub-category, and the balance remaining in each budget sub-category following reimbursement of the amount being requested. A Financial Status Report is required even if no expenses were incurred during the report period.

B. Section 11:

11a Rate- Enter the indirect cost rate in effect during the reporting period.

11b and c Period From; Period To- Enter the beginning and ending effective dates for the use of the rate under this Grant.

11d Base- Enter the amount of the base against which the rate was applied.

11e Amount Charged- Enter the amount of indirect costs charged during the time period specified. (Multiply 11a. x 11d.)

11f Total- Enter the total of the amount(s) in column 11e.

2. All requests for reimbursement of expenditures that fall within either the "Equipment" or "Contractual" categories of the Proposal for Grant Activities (PGA) Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-1 and identified with respect to the major tasks or objectives, set forth in the PGA, that such expenditures support or satisfy.

3. All requests for the reimbursement of expenditures that fall within the "Construction" category of the PGA Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-2 and identified with respect to the major tasks or objectives, set forth in the PGA, that such expenditures support or satisfy.

4. All requests for the reimbursement of expenditures that fall within either the "Supply" or "Other" categories of the PGA Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-3 and identified with respect to the major tasks or objectives, set forth in the PGA, that such expenditures support or satisfy.

5. All requests for reimbursement of expenditures that fall within either the "Personnel/Salary" or "Travel" categories of the PGA Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-4 and identified with respect to the major tasks or objectives, set forth in the PGA, that such expenditures support or satisfy.

6. When a single expenditure supports or satisfies more than one task or objective, the PERFORMING PARTY need not breakdown that particular expenditure by specific PGA task or objective but may simply identify, in relative cost order, the various tasks or objectives supported.

7. Documentation Submission. In addition, the PERFORMING PARTY shall **submit**, for each reimbursable cost listed on any of the FSR forms, legible documentation that (1) serves to further identify the specific cost, (2) clearly identifies the vendor or contractor who provided the materials or services, and (3) that confirms the reimbursable amount listed on the form. This requirement does not apply to "Personnel/Salary" or "Fringe Benefits".

For "Equipment" purchases, the documentation shall be either a purchase order marked "received/paid" or a vendor-submitted invoice similarly marked. For "Contractual" purchases, the documentation shall consist of a dated invoice that shows the amount billed to the PERFORMING PARTY and any "past due" amount from previous invoices.

For "Construction" costs, the documentation shall be either a purchase order marked "received/paid" or an invoice similarly marked.

In the case of contractor-provided construction services, the documentation shall consist of a dated invoice that shows the amount billed to the PERFORMING PARTY and any "past due" amount from previous invoices.

For any single-listed item or service costing more than \$500 under "Supply" or "Other" costs, the PERFORMING shall provide the following documentation: Although issued purchase orders and/or invoices marked "received/paid" represent the preferred types of documentation for purposes of this section, the PERFORMING PARTY may substitute/attach other records or documents that provide the same type of information. The PERFORMING PARTY shall not intentionally break up single orders of identical or similar items, materials or supplies simply for the purpose of avoiding the above requirement to provide confirming documentation when submitting reimbursement requests to the TCEQ.

With respect to employee "Travel", the documentation shall substantiate the reported reimbursable costs and include the following: name of the traveler; travel location; travel date(s); receipts; agenda for meeting or conference attended, if applicable; and legible copies of the PERFORMING PARTY-approved travel vouchers signed by the employees who traveled, if applicable. Each traveler's costs must be itemized to show costs for meals, lodging and transportation (mode and cost of transportation) (Miles X Rate).

For "Personnel/Salary", the documentation shall include the name of the personnel, hourly rate, total cost, amount of time the personnel performed activities under the PGA and the total amount of time worked for the period. PERFORMING PARTY is expected to maintain signed time sheets that can serve to verify the total, overall hours of staff time being directly billed to a PGA under this Grant.

**Attachment B:
Release of Claims**

(Must be returned with last invoice per General Term and Condition Section 4.6)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Conditional Final Waiver and Release of Claims

Upon receipt and clearance of payment from the Texas Commission on Environmental Quality (TCEQ) in the sum of \$_____, which constitutes final payment to City of Austin (hereinafter referred to as “Performing Party”), Performing Party and its successors and assigns, release, discharge and relinquish the TCEQ, its officers, agents, and employees from all claims, known or unknown, arising out of or relating to TCEQ Contract Number 582-21-22372 (Contract).

It is expressly agreed and understood that this conditional FINAL waiver and release of all claims is effective, without any further action of any party, only upon clearance of final payment to Performing Party in the above-mentioned amount. Performing Party warrants that it has completed all activities described in the Contract.

Executed on this _____ day of _____, 20_____.

By: _____
(signature)

(name)

(title)

**Attachment C:
Budget Revision Request**

BUDGET REVISION REQUEST FORM

Purpose: To document recipient organization's proposed budget changes to ensure project deliverables are met and fiscal accountability. Prior TCEQ review and approval is required before incurring specific costs resulting in cumulative transfers of more than 10% of the total budget.

Instructions: Complete 1. - 8. Total the amounts.

1. Recipient Organization (Name & Complete Address Including Zip Code):

2. Grant/ Contract Title:		3. Payee Identification No.:	
4. TCEQ Contract No.:		5. Total Project/ Grant Period:	
6. Budget Categories:	7. Approved Budget	8. Change Requested (+ or -)	9. New or Revised Budget
a. Personnel/Salaries			
b. Fringe Benefits			
c. Travel			
d. Supplies			
e. Equipment			
f. Contractual			
g. Construction			
h. Other			
i. Total Direct Costs (sum a - h)			
j. Indirect Costs (___% x \$_____ [Base: Salary])			
k. Total (sum i & j)			

Justification (Attach additional sheets, if necessary):

*** Budget Revision Request must contain all signatures to be approved/valid ***

Signature of Recipient's Representative Date

Type or Printed Name and Title

Signature of TCEQ Project Manager Date

Type or Printed Name and Title

Signature of TCEQ Contract Manager Date

Type or Printed Name and Title

**Attachment D:
Level-of-Effort Certification**

(Certification(s) must be returned with each invoice per General Terms and Conditions Section 4.3)

Level-of-Effort Certification

[Month] 20[XX]

Employee Name: [Name]

Project	Actual Activities Performed	Activity for Which Employee was Compensated (% of Total Hours Worked)
TCEQ Contract Nos.		
582-XX-XXXXX	•	X %
Other Projects (Not Related to TCEQ Contracts/Grants)		X %

The information listed above is true and correct. TCEQ may request additional information.

Employee Name

Supervisor Name

Employee Signature

Supervisor Signature

Date

Date

**Attachment E:
Personnel Eligibility List**

